

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Form 210A

United States Bankruptcy Court
SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Illiquidx LLP

Name of Transferee

Banca Esperia S.p.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

IlliquidX LLP

80 Fleet Street

London EC4Y 1EL

UNITED KINGDOM

Attn.: Mr Celestino Amore

E.mail: amore@illiquidx.com

Phone: +44 207 832 0181

Last Four Digits of Acct #: N/A

Name and Address where transferee payments should be sent (if different from above):

Bank : CITIBANK NA, NEW YORK

SWIFT: CITIUS33XXX

ABA Number : 021000089

A/C No. 36163143

Court Claim # (if known): 63450

Total Claim Amount Filed: \$5,322,865.41

Amount of Claim as Filed with respect to ISIN

XS0181945972: \$101,426.62

Allowed Amount of Claim with respect to ISIN

XS0181945972: \$89,192.48

Amount of Claim as Filed with respect to ISIN

XS0211093041: \$143,141.62

Allowed Amount of Claim with respect to ISIN

XS0211093041: \$143,637.56

Amount of Claim as Filed with respect to ISIN

XS0178969209: \$189,028.55

Allowed Amount of Claim with respect to ISIN

XS0178969209: \$189,485.03

Amount of Claim as Filed with respect to ISIN

XS0210782552: \$36,150.82

Allowed Amount of Claim with respect to ISIN

XS0210782552: \$36,246.12

Date Claim Filed: 11/02/2009

Banca Esperia S.p.A.

Via Filodrammatici, 5

20121 Milano

ITALY

Attn: Luca Pellegrino

Title: Legal Counsel

****PLEASE SEE ATTACHED EXHIBITS****

AND S S GUA

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

By: _____

Transferee/Transferee's Agent

Date: 28 AUGUST 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §1152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

**NOTICE OF TRANSFER OF CLAIM
OTHER THAN FOR SECURITY**

Claim No.63450 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on August 28 2012.

BANCA ESPERIA S.P.A.

Name of Alleged Transferor

Address of Alleged Transferor:

Banca Esperia S.p.A.
Via Filodrammatici, 5
20121 Milano
ITALY

ILLIQUIDX LLP

Name of Transferee

Address of Transferee:

Illiquidx LLP
80 Fleet Street
London EC4Y 1EL
UK

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Banca Esperia S.p.A. (the "Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to Illiquidx LLP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the allowed claim amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to proof of claim number 63450 filed by the Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to or evidencing the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 (as "Lehman Programs Securities to which Transfer Relates") attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor its Customers have engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not subject to contractual or equitable subordination; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount dated August 24, 2011; (h) all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents; (i) Seller does not have any claim, lien or encumbrance upon the Transferred Claims and represents and warrants that, upon consummation of the transactions contemplated in this Agreement and Evidence of Transfer of Claim, Purchaser will own and have good legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller; and (j) other than with respect to (i) the sum of USD 3,219.16 received by Seller in connection with the initial Distribution (as defined in the Debtors' Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors, dated December 5, 2011 (the "Plan")) related to Proof of Claim, (ii) the sum of USD 5,184.21 received by Seller in connection with the initial Distribution (as defined in the Plan) related to Proof of Claim, (iii) the sum of USD 6,838.95 received by Seller in connection with the initial Distribution (as defined in the Plan) related to Proof of Claim, and (iv) the sum of USD 1,308.21 received by Seller in connection with the initial Distribution (as defined in the Plan) related to Proof of Claim, no payment or other distribution has been received by or on behalf of the Seller, or by any third party on behalf of the Seller, in full or partial satisfaction of, or in connection with, the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure. the
119 1000/AGR/3452604.2



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Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 28 day of August, 2012.

PURCHASER
ILLIQUIDX LLP.

By: 

Name: Galina Alabatchka *Celestine Alabatchka*
Title: Managing Partner

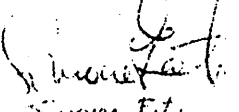
80 Fleet Street
London EC4Y 1EL
UNITED KINGDOM

SELLER
BANCA ESPERIA S.P.A.

By: 

Name: Giulio Pellegrino
Title: Apic Counsel

Via Filodrammatici, 5
20121 Milano
ITALY


Simone Fatti
Banking representative
Via Dante 16
20121 Milano
Italy

SCHEDULE 1

Purchased Claim:

1.6713910% being USD\$89,192.48 (the allowed amount of XS0181945972) of USD\$5,336,422.03 (the aggregate allowed amount of the Proof of Claim as of August 23, 2012).

2.6916454% being USD\$143,637.56 (the allowed amount of XS0211093041) of USD\$5,336,422.03 (the aggregate allowed amount of the Proof of Claim as of August 23, 2012).

3.5507879% being USD\$189,485.03 (the allowed amount of XS0178969209) of USD\$5,336,422.03 (the aggregate allowed amount of the Proof of Claim as of August 23, 2012).

0.6792214% being USD\$36,246.12 (the allowed amount of XS0210782552) of USD\$5,336,422.03 (the aggregate allowed amount of the Proof of Claim as of August 23, 2012).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN Code	Blocking Number	Claim Number	Issuer	Guarantor	Principal/ Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)	Allowed Amount of Claim Transferred to Purchaser
Issue of EUR140,000,000 of Inflation Linked Multi-Tranche Notes under the U.S.\$18,000,000.00 Euro Medium-Term Note Program	XS0181945972	CA75420	63450	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR70,000.00, which is the equivalent of USD\$99,057.00	Fixed Rate and Index-Linked Interest	14/01/2014	EUR1,674.53, which is the equivalent of USD\$2,369.62	USD\$89,192.48

119.10423ACB3452NW 2

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Banca Esperia S.p.A. Via Filodrammatici, 5 20121 Milano Italy Attention: Mr. Luca Pellegrino		<div style="text-align: right;"> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) </div> <div style="text-align: right;"> Filed on: _____ </div>	
Telephone number: +39 02 88219393 Email Address: luca.pellegrino@gruppoesperia.com		<div style="text-align: right;"> <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. </div>	
Name and address where payment should be sent (if different from above)		Telephone number: _____ Email Address: _____	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required)			
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
Date: October 30, 2009		Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Andrea Cingoli Title: Chief Executive Officer Name: Carla Giannone Title: Head of Legal Department	
Signature: _____ _____		<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 150px;"> FOR COURT USE ONLY FILED / RECEIVED NOV 02 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC </div>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

EXHIBIT 1

ISIN Code	Clearstream blocking #	Clearstream account #	Sub- custodian account #	Issuer	Nominal Amount
XS0243852562	CA94081	88511	1011740600C	Lehman Brothers UK Capital Funding III LP	€ 650,000.00
XS0195431613	CA74749	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 50,000.00
XS0176153350	CA96899	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 221,000.00
XS0176153350	CA18057	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 15,000.00
XS0210782552	CA75303	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 25,000.00
XS0178969209	CA74978	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 130,000.00
XS0211093041	CA75797	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 300,000.00
XS0211093041	CA18304	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 30,000.00
XS0208459023	CA74731	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 2,145,000.00
XS0283497005	CA05026	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 14,000.00
XS0181945972	CA75420	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 855,000.00

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EXHIBIT 2

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD) *	Total (USD) *
XS0243852562	650,000.00	14,107.73	664,107.73	919,815.00	19,963.85	939,778.85
XS0195431613	50,000.00	422.37	50,422.37	70,755.00	597.70	71,352.70
XS0176153350	236,000.00	6,713.21	242,713.21	333,963.60	9,499.86	343,463.46
XS0210782552	25,000.00	546.48	25,546.48	35,377.50	773.32	36,150.82
XS0178969209	130,000.00	3,579.64	133,579.64	183,963.00	5,065.55	189,028.55
XS0211093041	330,000.00	3,804.93	333,804.93	466,983.00	5,384.36	472,367.36
XS0208459023	2,145,000.00	48,081.25	2,193,081.25	3,035,389.50	68,039.78	3,103,429.28
XS0283497005	14,000.00	387.28	14,387.28	19,811.40	548.04	20,359.44
XS0181945972	855,000.00	20,453.14	875,453.14	1,209,910.50	28,943.24	1,238,853.74

Total Claim Amount	USD \$ 6,414,784.19
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** Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.*

*** Interest accrued until September 14, 2008 (included).*

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